

WAIVER AND AGREEMENT

(This document must be recorded in the Office of the County Recorder)

[illegible]

The Santa Monica Unified School District ("Owner") represent that they are the sole owner of that parcel of real property underlying the sanitary sewer easement in the City of Malibu, County of Los Angeles, State of California, described as follows:

An easement for sanitary sewerage disposal facilities and appurtenances, etc. in the Northeasterly 100 feet of the Southwesterly 1002 feet of the Southeasterly 170 feet of Lot 5, Tract No. 28992, filed in Book 736, page 57, of Maps, by deed recorded November 8, 1978, as Official Records Document N. 78-1248593.

The County of Los Angeles ("County") currently maintains seepage pits with stand pipes, monitoring wells, sewer pipes, distribution boxes, and other necessary appurtenant structures within the subject sewer easement (hereafter "sewer facilities").

Owner, in consideration of the privilege of encroaching on a public sanitary sewer easement by construction and use of a parking lot on the above described property, do/does hereby agree to the following conditions:

1. Owner agrees to defend, indemnify, and hold harmless the County, the Los Angeles County Consolidated Sewer Maintenance District, and their governing board, officers, agents and employees (hereafter "County indemnitees") from and against any and all liability and expenses, defense costs, and legal fees including but not limited to personal injury, bodily injury, death, and property damage relating to the siting, construction, or operation of the parking lot except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
2. In the event it is necessary for County personnel to install, repair, reconstruct, or remove sewer facilities within the easement, Owner will, upon request by the County, promptly clear the easement of all improvements or other encroachments obstructing the County's access to the easement at the Owner's expense. Further, Owner will not hold the County indemnitees responsible for any costs or damages incurred in connection with removing encroachments or for the replacement of improvements.
3. Owner acknowledges that the parking lot and any other improvements proposed to encroach within the subject easement will need to be substantially removed after the City of Malibu completes Phase 2 of their sewage treatment plant anticipated for 2024 to allow the proper abandonment of sewer facilities

within the easement. Upon reasonable notice to Owner, County shall be entitled to restrict access to the parking lot as it deems necessary to facilitate the abandonment of sewer facilities. The County indemnitees will not be responsible for any cost to remove or to reinstall any of the parking lot structures.

4. Owner shall be responsible for any damage to sewer facilities within the easement related to the construction or operation of a parking lot on the subject property.

5. Owner shall provide reasonable access at all times to County personnel for the operation, maintenance, repair, replacement, removal, and monitoring of sewage facilities. This shall include providing access to parking lot locking provisions to County personnel and blocking any portion of the parking lot within the easement when requested by County personnel.

6. Owner shall design the parking lot and modifications thereto as necessary to accommodate existing and future sewer facilities. Owner shall submit plans for the construction and any changes to the parking lot for County review. Any changes to the parking lot facility will require written approval from County, which shall not be unreasonably withheld.

7. During emergencies, County personnel may restrict the use of the parking lot as part of any emergency procedure for the sewer facilities. County shall not be required or be responsible to provide any alternate parking locations if and when County restricts access to the parking lot.

This Waiver and Agreement shall run with the land and be binding upon all future owners, their heirs, successors, and assigns to such property.

Dated this _____ day of _____, 20_____.

(Name of Owners' Authorized Representative)

(Title of Owner's Authorized Representative)

STATE OF _____)
) ss
COUNTY OF _____)

On _____ before me, _____,
(Insert Name of Notary Public and Title)
personally appeared _____

personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and office seal.

Signature _____